


INVITATION TO BID STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING				BIDS WILL BE PUBLICLY OPENED: <div style="font-size: 1.2em; font-weight: bold;">DEC 01, 2004 10:00 AM</div> PURCHASING AGENCY NO. : 107001																													
=====> VENDOR NO. : SOLICITATION : 2194637 FILE NO. : OPENING DATE : 12/01/04 <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 10px;"></div> <div style="position: absolute; top: 20px; left: 10px; font-size: 0.8em;"> =====> VENDOR NAME AND ADDRESS </div>		<div style="text-align: right; font-weight: bold;">SEE NO. 8 BELOW. RETURN BID TO</div> <div style="text-align: right; font-weight: bold;">12:00 AM</div> <div style="text-align: right; font-weight: bold;">2194637 12/01/04</div> OFFICE OF STATE PURCHASING OFFICE OF STATE PURCHASING POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095 <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">BUYER</td> <td style="width: 40%;">: PETE JONES, CPPB</td> </tr> <tr> <td>BUYER PHONE</td> <td>: (225) 342-0274</td> </tr> <tr> <td>DATE ISSUED</td> <td>: 10/28/04</td> </tr> <tr> <td>REQ. AGENCY</td> <td>: 435002</td> </tr> <tr> <td colspan="2" style="text-align: right;">FOLD HERE--></td> </tr> <tr> <td colspan="2" style="text-align: center;">DEPARTMENT OF NATURAL RESOURCES</td> </tr> <tr> <td>AGENCY REQ. NO.</td> <td>: CRD050015</td> </tr> <tr> <td>ISIS REQ. NO.</td> <td>: 1270261</td> </tr> <tr> <td>VENDOR PHONE</td> <td>:</td> </tr> <tr> <td>FISCAL YEAR</td> <td>: 05</td> </tr> <tr> <td>CLASS/SUBCLASS</td> <td>: 90505</td> </tr> <tr> <td>SCHEDULED BEGIN DATE</td> <td>: 01/10/05</td> </tr> <tr> <td>SCHEDULED END DATE</td> <td>: 01/09/06</td> </tr> <tr> <td>T-NUMBER</td> <td>: DNR04</td> </tr> </table>				BUYER	: PETE JONES, CPPB	BUYER PHONE	: (225) 342-0274	DATE ISSUED	: 10/28/04	REQ. AGENCY	: 435002	FOLD HERE-->		DEPARTMENT OF NATURAL RESOURCES		AGENCY REQ. NO.	: CRD050015	ISIS REQ. NO.	: 1270261	VENDOR PHONE	:	FISCAL YEAR	: 05	CLASS/SUBCLASS	: 90505	SCHEDULED BEGIN DATE	: 01/10/05	SCHEDULED END DATE	: 01/09/06	T-NUMBER	: DNR04
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FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.																																	
AERIAL PHOTOGRAPHY, AGENCY TERM CONTRACT																																	
TO BE COMPLETED BY VENDOR																																	
1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE. 2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER. 3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED. 5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).																																	
INSTRUCTIONS TO BIDDERS																																	
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. FOLD HERE--> 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____ 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID. 7. DESIRED DELIVERY: _____ 001 DAYS ARO 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE. 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.																																	
VENDOR PHONE NUMBER: FAX NUMBER:		TITLE		DATE																													
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)			NAME OF BIDDER (TYPED OR PRINTED)																														

STANDARD TERMS & CONDITIONS	INVITATION TO BID	
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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:
 NA
 NA
 NA

13. BID FORMS.
 ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
- B. BID FILLED OUT IN PENCIL; AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

14. STANDARDS OF QUALITY.
 ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.
 BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.
 BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.
 THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES.
 UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.
 BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.
 VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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21. NEW PRODUCTS.
UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.
UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.
THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.
FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.
IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.
ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.
BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.
ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.
CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.
IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:
 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING
CLAIBORNE BUILDING, SUITE 2-160
1201 NORTH THIRD STREET
BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

ATTENTION:

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

- 2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.
- 3 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

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4 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.

5 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

6 PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

DO YOU CLAIM THIS PREFERENCE? YES _____

SPECIFY LINE NUMBER(S): _____

SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED: _____

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES _____ NO _____

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES _____ NO _____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

7 CANCELLATION
THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH

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THIRTY (30) DAYS WRITTEN NOTICE.

- 8 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$100,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.ARNET.GOV/EPLS

- 9 IF YOUR ORGANIZATION IS A MINORITY OR WOMAN-OWNED ENTERPRISE, PLEASE SEND SUPPORTING DOCUMENTATION. THIS INFORMATION IS REQUIRED FOR THE PURPOSE OF REPORTING TO FEDERAL FUNDING AGENCIES. SEND INFO TO:
NATURAL RESOURCES - PURCHASING
ATTN: JUDY LEBOURGEOIS
P O BOX 44362
BATON ROUGE LA 70804-4362 OR
E-MAIL: JUDYL@DNR.STATE.LA.US<MAILTO:JUDYL@DNR.STATE.LA.US>
- 10 IF BIDDING OTHER THAN SPECIFIED, SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS.
- FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.
- 11 THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.
- 12 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.
- 13 THIS CONTRACT SHALL BE EFFECTIVE FOR THE PERIOD BEGINNING JANUARY 10, 2005, OR DATE OF AWARD, WHICHEVER IS LATER, AND ENDING JANUARY 9, 2006.

PRICE SHEET		INVITATION TO BID			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: DEPARTMENT OF NATURAL RESOURCES CRD - PURCHASING SECTION ROOM 1017, 10TH FLOOR 617 N THIRD STREET BATON ROUGE , LA 70802				
00001	COMMODITY CODE: 905-05-044247 AGENCY TERM CONTRACT FOR FLIGHT TIME FOR TAKING VERTICAL AERIAL PHOTOGRAPHY. ***** TO ESTABLISH A CONTRACT TO PROVIDE .. AERIAL PHOTOGRAPHY IN THE MONITORING OF VARIOUS COASTAL RESTORATION PROJECTS FOR THE DEPARTMENT OF NATURAL RESOURCES (DNR),COASTAL RESTORATION DIVISION (CRD) IN ACCORDANCE WITH THE SPECIFICATIONS INCLUDING;SCOPE OF SERVICES, DATA SHEET, MAPS, TERMS AND CONDITIONS. SPECIFY BRAND (& NUMBER IF APPLICABLE)	30	HOUR		
00002	COMMODITY CODE: 905-05-044248 FURNISH COLOR IR FILM, 125 FT. ROLLS KODAK 1443 COLOR IR SPECIFY BRAND (& NUMBER IF APPLICABLE)	5	ROLL		
00003	COMMODITY CODE: 905-05-044249 DEVELOP COLOR IR FILM, 125 FT. ROLLS	5	ROLL		

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	SPECIFY BRAND (& NUMBER IF APPLICABLE)				
00004	COMMODITY CODE: 905-05-044250 FURNISH COLOR IR CONTACT PRINTS SPECIFY BRAND (& NUMBER IF APPLICABLE)	200	EACH		
00005	COMMODITY CODE: 905-05-044251 DUPLICATION OF COLOR IR ORIGINAL ROLLS SPECIFY BRAND (& NUMBER IF APPLICABLE)	200	EACH		
00006	COMMODITY CODE: 905-05-044252 FURNISH COLOR IR ENLARGEMENTS 2 X (18" X 18") SPECIFY BRAND (& NUMBER IF APPLICABLE)	10	EACH		
00007	COMMODITY CODE: 905-05-044253 FURNISH COLOR IR ENLARGEMENTS 3 X (27" X 27") SPECIFY BRAND (& NUMBER IF APPLICABLE)	10	EACH		

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00008	COMMODITY CODE: 905-05-044254 FURNISH COLOR IR REPRINTS (0 - 10) SPECIFY BRAND (& NUMBER IF APPLICABLE)	100	EACH		
00009	COMMODITY CODE: 905-05-044255 DIGITAL SCANNING OF PHOTOGRAPHY SPECIFY BRAND (& NUMBER IF APPLICABLE)	400	EACH		
00010	COMMODITY CODE: 905-05-044256 RECTIFICATION AND GEO-REFERENCING OF SCANNED PHOTOGRAPHS SPECIFY BRAND (& NUMBER IF APPLICABLE)	250	EACH		
00011	COMMODITY CODE: 905-05-119351 MOSAIC SCANNED, RECTIFIED AND GEO-REFER- ENCED PHOTOGRAPHS SPECIFY BRAND (& NUMBER IF APPLICABLE)	250	EACH		
00012	COMMODITY CODE: 905-05-000000	250	EACH		

PRICE SHEET		INVITATION TO BID			
NUMBER : 2194637 OPEN DATE : 12/01/04 TIME: 10:00 AM T-NUMBER : DNR04		BIDDER:			PAGE 10
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	LINE CANCELED _____ SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00013	COMMODITY CODE: 905-05-000000 LINE CANCELED SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	250	EACH	_____	_____

SCOPE OF SERVICES

The Louisiana Department of Natural Resources, Coastal Restoration Division (LDNR/CRD) requires services related to aerial photography acquisition and processing to aid in the implementation of various coastal restoration projects designed to combat wetland loss in Louisiana. The contractor shall furnish all personnel, equipment, transportation, and materials necessary to acquire, process, and deliver aerial photography per the specifications described in this scope of services.

1.0 Work Statements

1.1 Flight Plan

Flight plans will be provided by LDNR/CRD that will include flight lines for area to be flown, technical specifications, required deliverables, and expected time lines for completion of all tasks and receipt of deliverables by LDNR/CRD. Once received, the Contractor has ten (10) working days to provide a cost estimate to the LDNR/CRD contract manager. The Contractor should not proceed with any work until a Notice to Proceed has been received from the LDNR/CRD contract manager.

1.2 Notice to Proceed

If the cost estimate is accepted, the LDNR/CRD contract manager will issue a Notice to Proceed to the Contractor. Upon receipt, the Contractor may begin work on tasks described in the Flight Plan. It is the Contractor's responsibility to contact the LDNR/CRD contract manager one day prior to acquisition of photographs and upon completion of acquisition. The Contractor must also notify the LDNR/CRD contract manager if any problems arise with meeting the deadlines set forth in the Flight Plan.

2.0 Technical Specifications

2.1 Photography Specifications

The contractor shall take vertical photographs, free of clouds, between 10:00 a.m. and 3:00 p.m. to minimize shadowing. The sun angle must not be less than 30 degrees. All flight lines will be flown in an east to west or west to east direction. All photography will be flown at a scale of 1:12,000, unless otherwise specified in the Flight Plan. All strips shall be flown as straight as possible, and shall be void of crab, tilt, and altitude variations to the extent that they afford good stereoscopic coverage of the entire minimum area(s) of the photographic assignment. Successive photographs along the line of flight shall overlap each other by approximately 60 percent (60%) and parallel strips shall overlap each other by approximately 20 percent (20%), unless otherwise specified in the Flight Plan. Deviations of more than 5 percent (5%) from these specified overlaps, except those excesses due to allowance made for abnormal relief displacements, may be cause for rejection.

2.2 Airplane

The airplane to be used shall be entirely capable of stable performance at the necessary altitude and air speeds. It shall be equipped with all essential navigation and photographic instruments and accessories, all maintained in proper operating

condition during the period of the contract, and all subject to the approval of the LDNR\CRD contract manager.

2.3 Camera

All photographs shall be made with a single lens precision aerial mapping camera stabilized and mounted directly to the aircraft and equipped with "high-resolution, distortion-free" type lens. The lens must have been calibrated within three (3) years of the date of this contract by the National Bureau of Standards or United States Geological Survey (USGS). The calibrated focal length of the lens (the focal length at which the values of lens distortion, irrespective of sign, are held to the minimum within 45 degrees of the optical axis) shall be 153 millimeters or 88 millimeters, as required plus or minus 3 millimeters. The camera shall function properly at the necessary altitude and under the expected climate conditions, and shall expose a 9-inch square negative. The lens cone shall be so constructed that the lens, focal plane at calibrated focal length, fiducial markers, and marginal data markers comprise an integral unit or are otherwise fixed in rigid orientation with one another. Dimensional changes brought about by variations of temperature or other conditions shall not be of such magnitude as would cause deviation from the calibrated focal length in excess of plus or minus 0.05 millimeters or would preclude determination of the principal point location to within plus or minus 0.03 millimeter.

2.4 Film

The contractor will acquire high quality 9-inch transparency film for the project. Color infrared transparency will be used. A test strip of film approximately 6 feet in length is to be exposed at the beginning exposure of each day's flight. The contractor shall furnish to LDNR/CRD the expiration dates for films being used on the project, as furnished by the film manufacturer.

2.5 Platen

The focal plane surface of the platen shall be flat to within 0.013 millimeter and shall be truly normal to the optical axis of the lens. The camera shall be equipped with means of holding the film motionless and flat against the platen at the instant of exposure.

2.6 Fiducial Markers

Fiducial markers shall be located at the midpoints and the corners of 9-inch sides and at corners with such precision that straight lines connecting opposite members of the two (2) pairs will intersect at an angle of 90 degrees, plus or minus one (1) minute of arc, and shall indicate the principal point of autocollimation accurately to within 0.03 millimeter.

2.7 Lens Distortion

As referred to the calibrated focal length, the radial distortion shall not exceed plus or minus 0.02 millimeter, within a 42.5 degree half field angle, and the tangential distortion shall not exceed 0.015 millimeter. Values of distortion at equal but

opposite angular separations from the axis along the same diameter shall not differ from each other by more than 0.04 millimeter.

2.8 Filter

The appropriate minus-blue filter used shall be of such quality that no appreciable reduction in resolution will result. The surfaces of the filter shall be parallel to within ten (10) seconds of arc.

2.9 Shutter

The camera shall be equipped with a between-the-lens shutter of the variable speed type, whose efficiency shall be at least 75 percent (75%) at the fastest rated speed.

2.10 Crabbing

Any series of two (2) or more consecutive photographs crabbed in excess of 10 degrees as measured from the main flight path of the airplane, as indicated by the principal points of the consecutive photographs, may be considered cause for rejection of the photographs in the flight.

2.11 Tilt

The average tilt for photographs shall not exceed one (1) degree and the maximum tilt shall not exceed three (3) degrees in a flight strip.

2.12 Suitable Conditions

All photography shall be acquired when the atmosphere is sufficiently clear, and when no part of the terrain being photographed is obscured by clouds, cloud shadows, smoke, fog, snow, except with the permission of the LDNR/CRD contract manager. If necessary, the contract manager will make available to the contractor all necessary information on tidal stages. Any day containing two or more consecutive hours of such suitable conditions, in any sizable portion of the area not yet photographed, will be considered a "Suitable Day" for aerial photography.

2.13 Reflights

All reflights necessary to secure satisfactory results in accordance with the requirements of these specifications shall be made at the Contractor's expense. Reflights will begin immediately after notification of rejection.

3.0 Deliverables

3.1 Minimum Requirements

Original film positives and a digital index file (tab or comma delimited) with flight information will be required. Flight information includes: Date Flown, Scale, Strip Number, Roll Number, Frame Number, Frame Center's x and y coordinates using Universal Transverse Mercator (UTM)(meters), and the North American Datum (NAD) of 1983. Additional items that might be requested include items 4-11 listed in Section 3.2.

3.2 Cost for Services

Unit costs for the following items must be provided by the bidder. These costs should be based on the units and amounts in the "Estimated Quantity" column (e.g., cost per hour, roll, or frame) and will remain fixed for the duration of the contract (at least one year).

Item	Description	Estimated Quantity	Unit Price
01	Flight time for taking vertical aerial photography	30 hours	
02	Furnish color IR film, 125-ft rolls	5 rolls	
03	Develop color IR film, 125-ft rolls	5 rolls	
04	Furnish color IR contact prints	200 frames	
05	Duplication of color IR original rolls	200 frames	
06	Furnish color IR enlargements 2X (18"x18")	10 frames	
07	Furnish color IR enlargements 3X (27"x27")	10 frames	
08	Furnish color IR reprints	100 frames	
09	Digital scanning of photography	300 frames at (300 dpi)	
		100 frames at (600 dpi)	
10	Rectification and geo-referencing of scanned photographs	250 frames	
11	Mosaic scanned, rectified, and geo-referenced photographs	250 frames	

3.3 Item Descriptions

01 - This is the flight time required to take the aerial photography. This includes

the travel time to and from the job from either Ryan Airport in Baton Rouge, Lake Charles Airport in Lake Charles, or Lakefront Airport in New Orleans.

- 02 - This is the cost to furnish a fresh unexposed roll of 2443, or equivalent, color IR film.
- 03 - This is the cost to develop the color IR film. This item also includes checking and labeling the film in the following manner on the West or North edge of each exposure: **Date, Scale, Roll #, Frame #**. A digital index file (tab or comma delimited) must also be provided containing the following information: **Date Flown, Scale, Strip #, Roll #, Frame #, x coordinate (UTM), y coordinate (UTM)**.
- 04 - This is the cost to furnish 9"x9" color IR contact prints and includes all color balances and shipping charges.
- 05 - This is the cost to furnish a duplicate of the original color IR transparencies and includes all color balances and shipping charges.
- 06 - This is the cost to furnish 2X unrectified color IR enlargement contact prints of the entire positive. This price should include all shipping charges.
- 07 - This is the cost to furnish 3X unrectified color IR enlargement contact prints of the entire positive. This price should include all shipping charges.
- 08 - This is the cost to furnish color IR reprints of the original 9"x9" contact prints.
- 09 - This includes scanning original transparencies at 300 dpi or 600 dpi resolution and providing images to LDNR/CRD on CD's. Required resolution will be indicated by the LDNR/CRD contract manager in the Flight Plan. The contractor must have the ability to supply digital files in any of the following formats depending on the specifications described by LDNR/CRD in the Flight Plan: JPEG, TIFF, or GEO-TIFF. A "World" file must accompany each individual digital file with the exception of the GEO-TIFF, which has the "World" file embedded.
- 10 - This is the cost to rectify and geo-reference scanned photography using either the UTM or State Plane projections (meters or feet) in NAD 83 depending on instructions set forth in the Flight Plan. All rectification and geo-referencing must meet the current United States National Map Accuracy Standards (1947).
- 11 - This is the cost to mosaic rectified and geo-referenced photographs for any specific photography request to create one rectified and geo-referenced composite image of the entire area that was flown (note that every other photo may be used if sufficient (60%) overlap exists between successive photos).

4.0 Data Sheet

Bids must be accompanied by this data sheet fully completed by the bidder. The data sheet will become part of the contract. This sheet must be completed by the bidder. Please include

a separate page containing responses to the following questions:

EXPERIENCE

(List information on last three (3) jobs of a similar nature.)

CONTRACTING AGENCY, NAME & ADDRESS, ALTITUDE, SCALE, STRIP MILES (M.S.L.),
CONTRACT TERM

- 1.
- 2.
- 3.

THIS CONTRACT

(List personnel, equipment and materials proposed for use,
together with other information.)

COMPANY TITLE

YEARS OF EXPERIENCE

ADDRESS

TELEPHONE NO.

PILOT(S) - Name(s) and Hours Experience

PHOTOGRAPHER(S) - Name(s) and Hours Experience

AIRCRAFT - Make, Model, Serial No., Rated Cruising Speed, Maximum Flying Time Aloft before
Refueling, and Maximum Ceiling Capability for Photography

NAVIGATION EQUIPMENT - Make, Model

CAMERA(S) - Make, Model, Serial No., and Calibrated Focal Length

LENS(ES) - Make, Model, Serial No., and Calibrated Focal Length

SHUTTER(S) - Type, Maximum Rated Speed and Efficiency at M.R.S.

INSURANCE REQUIREMENTS

CONTRACTOR'S LIABILITY INSURANCE Proof of insurance should be supplied with bid and will be required before work can commence. Insurance coverage specified below shall be furnished with the following minimum limits:

COMPENSATION INSURANCE: The Contractor and Subcontractor shall take and maintain during the life of the contract Workman's Compensation Insurance for all of their employees employed at the site of the project. Coverage provided must meet requirements of the Labor Code of the State of Louisiana. In case any class of employees is engaged in hazardous work under the Workman's Compensation Statute, the Contractor and Subcontractor shall provide Employer's Liability Insurance for the protection of their employees not otherwise protected. Employers' liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE:

Commercial General Liability Insurance, including but not limited to bodily injury, property damage, contractual liability, products liability, completed operations and owner's protective liability with combined single limits of \$1,000,000 per occurrence.

LICENSED MOTOR VEHICLES: The Contractor shall take out and maintain during the life of the contract, Automobile Public Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to perform thereunder, such insurance shall cover the use of all such motor vehicles.

(NOTE: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.)

AIRCRAFT OR WATER CRAFT LIABILITY (when applicable to project):
\$2,000,000 for water craft and \$5,000,000 for aircraft.

INSURANCE REQUIREMENTS (cont'd)

ADDITIONAL INSURED: The State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, directors, agents and employees are to be included as additional insureds with respect to any work done by the Insured under contract.

The Contracting Party shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

INDEMNIFICATION AGREEMENT: The other party agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the other party, its agents, servants and employees, or any and all costs, expense and/or attorney fees incurred by the other party as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. The other party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.